

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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LIYOU XING,  
on his behalf and on behalf of others similarly  
situated

Plaintiffs,

-against-

MAYFLOWER INTERNATIONAL HOTEL  
GROUP INC; MAYFLOWER BUSINESS  
GROUP, LLC; MAYFLOWER INN  
CORPORATION; MAYFLOWER WENYU LLC;  
YAN ZHI HOTEL MANAGEMENT INC.;  
MAYFLOWER 1-1 LLC; YUEHUA HU, WEI  
HONG HU, and XIAOZHUANG GE

**Case No. 18-cv-06616**

**WEIHONG HU'S  
DECLARATION IN  
OPPOSITION TO  
PLAINTIFF'S  
SUPPLEMENTAL  
SUBMISSION**

Defendants.  
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I, WEIHONG HU, having personal knowledge of the matters set forth below, declare under penalty of perjury under the laws of the United States that the following is true and correct:

1. I am one of the individual defendants in this action and I am a representative of the corporate defendants here: Mayflower International Hotel Group Inc., Mayflower Business Group LLC, Mayflower Inn Corporation, Mayflower Wenyu LLC, Yanzhi Hotel Management Inc. and Mayflower 1-1 LLC. I make this declaration in opposition to Plaintiff's Supplemental Submission.

2. Plaintiff Liyou Xing was initially hired as a cleaner for Wyndham Garden Fresh Meadows Flushing Hotel located at 61-27 186<sup>th</sup> Street, Fresh Meadows, NY 11365 (hereinafter "Flushing Hotel") in September 2016. While working as a cleaner, Xing was paid for the overtime hours he worked at the Flushing Hotel. Xing's wage statements clearly show that he was paid 18.50 hours of overtime from 10/15/2016 to 10/28/2016 (Exhibit 2, M000028), 8.00 hours of overtime from 10/29/2016 to 11/11/2016 (Exhibit 2, M000029), 8.00 hours of overtime from 11/12/2016 to

11/25/2016 (Exhibit 2, M000030), 16.00 hours of overtime from 11/26/2016 to 12/09/2016 (Exhibit 2, M000031), 24 hours of overtime from 03/03/2017 to 03/16/2017 (Exhibit 2, M000038) and 18 hours of overtime from 03/17/2017 to 03/30/2017 (Exhibit 2, M000039).

3. In or around June 2017, I posted advertisements to hire a chef to cook for my family, including my husband and my sister. Specifically, we needed the chef to cook for my family twice a day, once at around 11:00 am, the other time at round 6:00 pm. After Mr. Xing saw the advertisements, he offered himself to work as the chef for our family, he told us that he used to work as a chef and he knew how to cook.

4. We decided to employ Xing to work as a personal chef. His job as a personal chef was a special position created with the sole purpose to cook for my family at Flushing Hotel. Therefore, Xing's working location remained unchanged as Flushing Hotel.

5. As my personal chef, Xing had full discretion as to the menu and the selection of food. Occasionally when my family did not eat at Flushing Hotel, Xing didn't even have any to do since he did not need to cook for people other than my family. For all the time he did not even need to work, he was paid properly and in accordance with the law.

6. While working as a chef, Xing had no supervisors, no managers and did not need to take instructions from the general manager as other hotel employees did.

7. While working as a chef, Xing was the only family chef we had at that time. No one else, including the three affirmants here-Junhui Yan, Shuk C. Ng-Lam and Loi Wing Kit-undertook the same responsibility.

8. As my personal chef, Xing was paid a guaranteed salary which included compensation for working overtime, whereas the other affirmants were paid either by hourly rate or by a contracted price for working as a contractor.

9. As my personal chef, Xing enjoyed a lot freedom as to how to spend his time at work when he was not cooking. When my family dined out or ordered takeouts, Xing did not need to work. Even when we ate twice a day at Flushing Hotel, Xing always drove back to his home in Flushing to rest between the two meals. Other hotel employees or contractors did not and could not have a flexible schedule as he did.

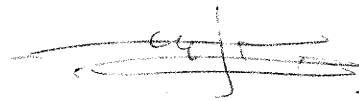
10. With so much discretion and freedom and no pressure from managers, Xing's performance never satisfied us. We didn't quite enjoy the food he served us since the beginning and started to order more take-out as time went on. However, we kept him and wanted to give him a chance to perform better. His performance only got worse. Starting in around 2018, he started heating leftovers to serve us. Around July or August 2018, my nephew suffered from diarrhea after eating the leftovers Xing served us. We had no choice but to discharge him.

11. Xing was discharged in August 2018. During his employment with Flushing Hotel, either as a cleaner or as a personal chef, we never underpaid him or violated the law. He was different from other employees in terms of having greater discretion as to what he wants to cook, more flexible schedule, less or no management and a different way of compensation, and he was always paid in compliance with both the federal and New York State laws.

WHEREFORE it is respectfully requested that this Court deny Plaintiff's motion in its entirety, together with such other and further relief as this Court may deem just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 19, 2019



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By: Weihong Hu